shall be printed but once upon the ballot"; and in the party column where his name is not printed shall be printed "see —— column"; and to vote a "straight ticket" on such a party column, a mark shall be placed not only at the head of the column, but also opposite the place where such candidate's name is actually printed. *Held*, that the law is unconstitutional. *In the Matter of Hopper*, 46 N. Y. L. J. 221 (N. Y. Ct. App., Oct., 1911). See NOTES, p. 176.

CORPORATIONS — DISSOLUTION — DEVOLUTION OF REAL PROPERTY. — A social corporation not organized for profit purchased land and occupied it for seven years, when its activity ceased. The surviving trustee occupied it until the expiration of the corporation's charter. Then the heirs of the grantor, having acquired the rights of the other trustees in addition to their own, entered. The surviving trustee brought suit for partition. The members of the corporation at the time of its dissolution and their heirs intervened. *Held*, that the land should go to the members and heirs of members of the corporation at the time of its dissolution. *McAlhany* v. *Murray*, 71 S. E. 1025 (S. C.).

The rule set forth in Coke on Littleton, 13 *b*, that upon the dissolution of a corporation its realty reverts to the grantor is inapplicable to business or municipal corporations, or to social corporations in which the members have a pecuniary interest. *Bacon* v. *Robertson*, 18 How. (U. S.) 480; *Brookline Park Commissioners* v. *Armstrong*, 45 N. Y. 234; *Wilson* v. *Leary*, 120 N. C. 90, 26 S. E. 630. But innumerable *dicta* assert that it applies to charitable corporations. See *St. Philip's Church* v. *Zion Presbyterian Church*, 23 S. C. 297; *Mormon Church* v. *United States*, 136 U. S. 1, 47. Many text writers take Coke's view. See 1 BL. COMM. 484; 2 KENT COMM. 282, 307. And one decision sustains it. *Mott* v. *Danville Seminary*, 129 Ill. 403; 136 *id.* 289. But on the other hand, in the authorities which Coke cites as supporting his rule, only one *dictum* is to be found which warrants his general statement. See GRAY, RULE AGAINST PERPETUITIES, §§ 44–51 *a*. And the only English decision holds that the land escheats. *Johnson* v. *Norway*, Winch 37. This theory avoids the presentation to the grantor's heirs of undeserved wealth. It avoids also the objection under the statute of *Quia Emptores* to determinable fees. In South Carolina tenure exists, and the statute of *Quia Emptores* is not in force. See GRAY, RULE AGAINST PERPETUITIES, §§ 23, 27. Nevertheless land escheats to the state. 5 STAT. OF S. C., 1839, no. 1381, § 2; *City Council* v. *Lange*, 1 Mill (S. C.) 454. Hence this theory could apply. Nor is the principal case inconsistent with it, as the state is not a party to the suit.

CORPORATIONS — STOCKHOLDERS: INDIVIDUAL LIABILITY TO CORPORATION AND CREDITORS — NATURE OF LIABILITY IMPOSED BY STATUTE. — A statute imposed a double liability on stockholders of business corporations. A holder of debenture bonds sued a stockholder under this statute sixteen years after the corporation became insolvent. *Held*, that the cause of action is based on an implied contract, and is barred by the Statute of Limitations. *Little* v. *Kohn*, 185 Fed. 295 (Circ. Ct., E. D. Pa.).

A debt created by statute is considered a specialty debt, and the Statute of Limitations in question applied only to contracts without specialty. 2 PURDON'S DIG. (Pa.), 13 ed., 2282. But the liability in the principal case may be regarded as contractual or statutory. By consenting to become a stockholder a promise to assume the statutory liability may be implied. The courts recognize the dual nature of the liability. The constitutional provision against impairing the obligation of contracts applies. *Hawthorne* v. *Calef*, 2 Wall. (U. S.) 10. But on the other hand, in a recent case a married woman without capacity to contract was held as on a statutory liability. *Smathers* v. *Western Carolina Bank*, 71 S. E. 345 (N. C.). These cases were rightly decided, but on